held liable regardless of knowledge or instructions. *Noecker* v. *People*, 91 Ill. 494; *People* v. *Longwell*, 120 Mich. 311, 79 N. W. 484. Where liability of the employer for the criminal acts of his employee is not imposed expressly, many courts have held that an illegal sale is *prima facie* evidence of authority. *State* v. *Campbell*, 180 Mo. App. 608, 163 S. W. 549; *State* v. *Fagan*, 1 Boyce (Del.) 45, 74 Atl. 692. Other courts have held that the sale is conclusive proof of delegation of authority. *State* v. *Gilmore*, 80 Vt. 514, 68 Atl. 658; *Olson* v. *State*, 143 Wis. 413, 127 N. W. 975. Even following the interpretation which requires a guilty mind unless negatived by express words of the statute, it would seem that knowledge of an illegal sale by one's agent should be sufficient for *mens rea*. Further, such knowledge would seem to make a *prima facie* case of authority.

LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR AND MONTH TO MONTH — DATE OF EXPIRATION OF CURRENT YEAR FOR TENANT HOLDING OVER. — Land was leased for a year and a quarter at an annual rent payable quarterly. The lessee held over and the lessor accepted rent. The lessee gave notice to quit, six months before the anniversary of the date of expiration of the original lease, but less than six months before that of the commencement of the lease. *Held*, that the notice was effectual. *Croft* v. *W. F. Blay, Ltd.* [1919] 1 Ch. 277.

The earlier English cases held that the expiration of the current year for a tenant holding over coincides with the date of his original entry. *Kelby* v. *Patterson*, L. R. 9 C. P. 681; *Roe* v. *Ward*, 1 H. Bl. 97. In these two cases, however, the tenant's original term was ended by the determination of his lessor's title, and it was said that the new lessor had accepted the dates of the original term. It was in this way, probably, as well as through a general looseness of language, due to the fact that in most instances the anniversary of the commencement of the original term and that of its expiration are identical, that the rule came to be considered of general application. *Berry* v. *Lindley*, 3 M. & G. 498; *Doe* v. *Dobell*, 1 Q. B. 806. For no clear reason this rule was never applied where the tenant assigned his term and the assignee held over. *Doe* v. *Lines*, 11 Q. B. 402. There can be no doubt of the correctness of the decision in the principal case, and it is to be hoped that it marks the end of the old rule, for which no defense can be made. The precise point does not appear to have been decided in the United States.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — CONSTITUTIONAL LAW — LIABILITY WITHOUT FAULT. — The plaintiff, an employee of the defendant, while using due care, was injured by an accident in a mine without any negligence of the defendant. An Arizona statute provided for liability of employers "in all hazardous occupations" for death or injury of any employee due to conditions of such occupation in all cases in which the employee was not contributorily negligent. The plaintiff sued under this statute. *Held*, that he may recover. *Arizona Copper Company* v. *Hammer*, U. S. Sup. Ct., No. 20, October Term, 1918.

For a discussion of this case see NOTES, p. 86.

PUBLIC SERVICE COMPANIES — RATE REGULATION — RIGHT OF COMPANY TO INCREASE RATES FIXED BY CONTRACT — (FRANCHISE). — Complainant, a street railway company, found itself unable in the face of the abnormal rise in costs, and a sharp increase in its wage-scale caused by the federal government acting through the National War Labor Board, to earn a fair return on its investment at the rates fixed by an unexpired twenty-five year franchise under which it was operating. Having vainly sought the city's consent to increased rates, it served notice that it surrendered the franchise, raised its rates, and

brought suit in the federal district court to enjoin enforcement of the franchise rates on the ground that they constituted a taking of its property without due process of law. *Held*, that the bill be dismissed. *Columbus Railway, Power & Light Company* v. *City of Columbus*, 249 U. S. 399 (1919).

For a discussion of the principles involved, see NOTES, p. 97.

STATUTES — INTERPRETATION — EXCLUSIVENESS OF STATUTORY REMEDY. — A statute provided in substance that the municipalities of the state pay dependent families of soldiers and sailors a certain sum for each week of service. A failure to pay the money subjected the municipalities to a penalty recoverable by the injured claimant in an action on the case (1917 LAWS OF MAINE, c. 276). The plaintiff, dependent wife of a service man, brought an action against the defendant town to recover the amount she would have received if the stipulated payments had all been made. *Held*, that she could not recover. *Nash* v. *Inhabitants of Sorrento*, 107 Atl. 32 (Me.).

The general rule undoubtedly is that where a statute creates a new duty and expressly provides a remedy for its enforcement, such remedy is exclusive. *Mairs* v. *B. and O. R. R. Co.*, 73 N. Y. App. Div. 265, 76 N. Y. Supp. 838; *Brattleboro* v. *Wait*, 44 Vt. 459. The rule is upheld even when the remedy is admittedly inadequate. *Globe Newspaper Co.* v. *Walker*, 210 U. S. 356; *Kennedy* v. *Reames*, 15 S. C. 548. The solution of any case involving a breach of statutory duty depends so largely upon the construction of the particular statute that any sweeping rule or formula is unwise. See *Groves* v. *Wimborne*, [1898] 2 Q. B. 402, 416. The providing of a criminal remedy should not be held to exclude a civil remedy when it is clear that the legislature in creating the new right intended to benefit the class to which the injured plaintiff belongs. *David* v. *Britannic Coal Co.*, [1909] 2 K. B. 146; *Willy* v. *Mulledy*, 78 N. Y. 310. In effect, the decision leaves payment of a lump sum or a series of weekly payments optional with the towns, and sets a maximum recoverable at law by dependents of service men. The holding may perhaps be justified on the theory that the legislature's purpose was primarily to benefit the state as such, by relieving it temporarily of the burden of maintaining persons likely to become public charges.

STATUTE OF FRAUDS — PART PERFORMANCE — PAROL AGREEMENT FOR CHANGE OF LOCATION OF EASEMENT. — The plaintiff had a prescriptive easement of a ditch across the defendant's land. The parties orally agreed to a change of location advantageous to the defendant. The old ditch was filled up and a new one constructed. The plaintiff sued to enjoin an obstruction of the new ditch. *Held*, injunction granted. *Babcock* v. *Gregg*, 178 Pac. 284 (Mont.).

The entire doctrine that part performance will sometimes take a case out of the Statute of Frauds may well be criticized. See Lord Blackburn, *Maddison* v. *Alderson*, L. R. 8 A. C. 467, 487. But the doctrine being well established, at least there should always be required acts of part performance which are unequivocally referable to an agreement concerning the land. *McManus* v. *Cooke*, 35 Ch. D. 681; *Wiseman* v. *Lucksinger*, 84 N. Y. 31. In addition, the circumstances should be such that it is more equitable to go forward than to undo what has already been done. See Lord Selborne. *Maddison* v. *Alderson*, L. R. 8 A. C. 467, 470. The principal case can be supported upon these grounds. Further, nonuser coupled with acts which clearly indicate an intention to abandon an easement effect a present extinguishment of it. *King* v. *Murphy*, 140 Mass. 254; *Snell* v. *Levitt*, 110 N. Y. 595. Therefore, having lost the old easement, the plaintiff here would be irreparably injured if he were not protected in the enjoyment of the new one. The situation could be met by a decree enjoining the obstruction of the new easement unless the old one were